

1 MICHAEL A. SWEET (SBN 184345)
msweet@foxrothschild.com
2 JACK PRAETZELLIS (SBN 267765)
jpraetzellis@foxrothschild.com
3 NOAH THOMAS (SBN 358134)
nthomas@foxrothschild.com
4 **FOX ROTHSCHILD LLP**
345 California Street, Suite 2200
5 San Francisco, California 94104
Telephone: (415) 364-5540
6 Facsimile: (415) 391-4436

7 *Attorneys for Anvil Builders*

8
9 UNITED STATES BANKRUPTCY COURT
10 NORTHERN DISTRICT OF CALIFORNIA
11 SANTA ROSA DIVISION

12 In re:

Case No. 25-10088 (WJL)

13 KINGSBOROUGH ATLAS TREE
14 SURGERY, INC.

Chapter 11

15 Debtor.

**DECLARATION OF SEAN FILIPPINI IN
SUPPORT OF OBJECTION OF ANVIL
BUILDERS TO MOTION FOR SALE OF
PROPERTY (CUSTOMER LIST) [DOC# 95]**

17
18 I, Sean Filippini, declare as follows:

19 1. I am an attorney licensed to practice law in the state of California and am employed
20 by the law firm Downey Brand LLP. The facts set forth herein are true and within the scope of my
21 personal knowledge and if called upon to do so I would testify competently to these facts. I make
22 this declaration in support of Anvil Builder's Objection to the Debtor's Motion to Sell Customer
23 List.

24 2. Attached hereto as **Exhibit 1** is a true and correct copy of the UCC-1 recorded against
25 the Debtor and in favor of Anvil.

26 3. Attached hereto as collective **Exhibit 2** are true and correct copies of January 9, 2025
27 demand letters that I sent on behalf of Anvil to Richard Kingsborough, Cindy Kingsborough, and
28 Hailey Coudret relating to, among other things, the misappropriation of Anvil's customer list.

4. Attached hereto as **Exhibit 3** is a true and correct copy of a letter I received from Diane Aqui in response to Exhibit 2 above stating that she represents Hailey Coudret and that “Ms. Coudret was acting within the scope of her job duties at the request of an Anvil manager; notwithstanding that, she has deleted the information, and has not shared it with any third party.”

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this Declaration was executed on May 1, 2025 in the County of Sacramento.

/s/Sean Filippini
Sean Filippini

EXHIBIT 1



U230038007019

B1806-4276 05/30/2023 4:47 PM Received by California Secretary of State



STATE OF CALIFORNIA
Office of the Secretary of State
UCC FINANCING STATEMENT (UCC 1)

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File No.: U230038007019

Date Filed: 5/30/2023

Submitter Information:	
Contact Name	RICHARD J. LEIDER
Organization Name	ANVIL POWER INC DBA ATLAS TREE SURGERY
Phone Number	
Email Address	
Address	1550 PARK AVENUE EMERYVILLE, CA 94608
Debtor Information:	
Debtor Name	Mailing Address
Kingsborough Atlas Tree Surgery, Inc.	1544 Ludwig Avenue Santa Rosa, CA 95402
Secured Party Information:	
Secured Party Name	Mailing Address
Anvil Builders Inc	1550 Park Avenue Emeryville, CA 94608
Indicate how documentation of Collateral is provided: Attached in a File	
Upload PDF as Collateral: Exhibit A - UCC for Kingsborough.pdf	
Indicate if Collateral is held in a Trust or is being administered by a Decedent's Personal Representative: Not Applicable	
Select an alternate Financing Statement type: Not Applicable	
Select an additional alternate Financing Statement type: Not Applicable	
Select an alternative Debtor/Secured Party designation for this Financing Statement: Not Applicable	
Optional Filer Reference Information:	
Miscellaneous Information:	
Search to Reflect: <input type="checkbox"/> Order a Search to Reflect	

EXHIBIT A

UCC-1 Financing Statement

Debtor: Kingsborough Atlas Tree Surgery, Inc.

All present and future tangible and intangible property of Debtor, including, but not limited to, (1) goods, inventory, work in process, finished goods, equipment, furniture and proceeds therefrom, (2) money, documents, instruments, accounts, chattel paper, and (3) licenses, franchises, permits, patents, patent rights, copyrights, works which are the subject matter of copyrights, trademarks, trade names, trade styles, patent and trademark applications and licenses and rights thereunder, and all other rights under any of the foregoing, all extensions, renewals, reissues, divisions, continuations, and continuations-in-part of any of the foregoing, and all rights to sue for past, present, and future infringement of the foregoing; inventions, trade secrets, formulae, processes, compounds, drawings, designs, blueprints, surveys, reports, manuals, software, including source code and operating standards; goodwill; general intangibles including, but not limited to, state, federal and local government tax refunds, mailing lists, customer lists, supplier lists and other lists and data in whatever form maintained, trade secret rights, rights in works of authorship, and contract rights relating to computer software programs, in whatever form maintained, Debtor's rights under contracts with employees and third parties and proceeds therefrom; and Debtor's interest in other entities.



U230052989534

B1985-4658 07/26/2023 11:25 AM Received by California Secretary of State



STATE OF CALIFORNIA
Office of the Secretary of State
**UCC FINANCING STATEMENT AMENDMENT (UCC
3)**
California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File No.: U230052989534

Date Filed: 7/26/2023

Submitter Information:	
Contact Name	
Organization Name	
Phone Number	
Email Address	
Address	None
Amendment Action Information:	
Initial Financing Statement File Number	U230038007019
Date Filed	05/30/2023
Amendment Action	Collateral Amendment
Collateral Change	Delete Collateral
Indicate how documentation of Collateral is provided:	Entered as Text
Description: The following items of equipment are released: #1 Caterpillar 308E SN.FJX06360 #2 Caterpillar 308E SN.FJX03065 #3 Caterpillar 325FL SN. XAA00266 #4 Caterpillar 950H SN. K5K00426 #5 Sennebogen 718E SN. 718 0 2061 #6 Sennebogen 718E SN. 718 0 2055 #7 Caterpillar 518C SN.9HJ00561 (Soon to be sold)	
<input type="checkbox"/> Check this box to see additional UCC Collateral options.	
Name of Secured Party of Record Authorizing This Amendment:	
<input type="checkbox"/> If this Amendment is authorized by a Debtor, check this box and select the name of the Authorizing Debtor below.	
Authorizing Secured Party Name	ANVIL BUILDERS INC
Optional Filer Reference Information:	
Miscellaneous Information:	

EXHIBIT 2

January 9, 2025

VIA E-MAIL AND U.S. MAIL

Richard Kingsborough
1040 Blue Oak Place
Santa Rosa, CA 95404
rich@atlas-tree.com

Re: Demand To Cease and Desist From Interference With Operations

Dear Mr. Kingsborough:

This law firm has been retained by Anvil to pursue claims and recover the losses caused by you and your wife, Cindy. This letter follows Anvil's termination of your employment earlier today for, among other things, embezzlement of hundreds of thousands of dollars.

We are actively investigating the claims against you, Cindy, and Kingsborough Atlas Tree Surgery, Inc., and resulting losses. Although the investigation is at its early stages, it is already apparent that the claims and losses are significant, and will include fraud and punitive damages.

This letter is to advise you, in the strongest terms possible, to refrain from any conduct or activity that will cause further losses to Anvil. You are not authorized to utilize any of Anvil's proprietary information or trade secrets under any circumstance.

Our preliminary investigation—since Rich's termination this morning—has already revealed suspicious conduct which has us very concerned. Electronic records reveal that, late yesterday, Anvil/KBA team members were inexplicably transmitting client lists and other propriety data that is the sole property of Anvil. The records further reflect that the perpetrators made an unsuccessful effort to delete the email trail reflecting the transmissions.

Additionally, witnesses observed team member Jamie Eisenhauer removing large volumes of documents from her office late yesterday evening. If it turns out that Anvil's proprietary information is (or has been) wrongfully transmitted or utilized, Anvil will aggressively pursue you together with each and every individual involved. Every person involved will be held accountable.

Moreover, should you interfere in any of Anvil's contractual relationships (or other business relationships) or otherwise disparage Anvil, we will aggressively address such conduct and the claims against you will further compound.

It is overwhelmingly in your best interest to conduct yourself in a professional and cooperative manner in the wake of your termination so that the parties can contain and mitigate losses as best as possible and potentially achieve a mutually agreeable and efficient resolution of the issues.

Please feel free to contact me to discuss any questions or concerns you have regarding the foregoing.

Sincerely,

DOWNEY BRAND LLP



Sean J. Filippini

4551568.1

January 9, 2025

VIA E-MAIL AND U.S. MAIL

Cindy Kingsborough
1040 Blue Oak Place
Santa Rosa, CA 95404
cindykingsborough@gmail.com

Re: Demand To Cease and Desist From Interference With Operations

Dear Ms. Kingsborough:

This law firm has been retained by Anvil to pursue claims and recover the losses caused by you and your husband, Rich. This letter follows Anvil's termination of Rich's employment earlier today for, among other things, embezzlement of hundreds of thousands of dollars. It is our understanding that you were actively involved in the embezzlement.

This letter is to advise you, in the strongest terms possible, to refrain from any conduct or activity that will cause further losses to Anvil. You are not authorized to utilize any of Anvil's proprietary information or trade secrets under any circumstance.

Our preliminary investigation—since Rich's termination this morning—has already revealed suspicious conduct which has us very concerned. Electronic records reveal that, late yesterday, Anvil/KBA team members were inexplicably transmitting client lists and other propriety data that is the sole property of Anvil. The records further reflect that the perpetrators made an unsuccessful effort to delete the email trail reflecting the transmissions.

Additionally, witnesses observed team member Jamie Eisenhower removing large volumes of documents from her office late yesterday evening. If it turns out that Anvil's proprietary information is (or has been) wrongfully transmitted or utilized, Anvil will aggressively pursue you together with each and every individual involved. Every person involved will be held accountable.

Moreover, should you interfere in any of Anvil's contractual relationships (or other business relationships) or otherwise disparage Anvil, we will aggressively address such conduct and the claims against you will further compound.

It is overwhelmingly in your best interest to conduct yourself in a professional and cooperative manner in the wake of Rich's termination so that the parties can contain and mitigate losses as best as possible and potentially achieve a mutually agreeable and efficient resolution of the issues.

Please feel free to contact me to discuss any questions or concerns you have regarding the foregoing.

Sincerely,

DOWNEY BRAND LLP



Sean J. Filippini

4551569.1

January 9, 2025

VIA E-MAIL AND U.S. MAIL

Hailey Coudret
216 Bouquet Circle
Windsor, CA 95492
haileynoeleisenhauer2@gmail.com

Re: Demand To Cease and Desist From Misappropriation of Proprietary Data

Dear Ms. Coudret:

This law firm represents Anvil. This letter follows your separation from Anvil's employment which occurred earlier today.

Since your separation we have been engaged in a preliminary investigation into the misuse and misappropriation of Anvil's proprietary data. The preliminary investigation has already revealed your involvement in extremely surreptitious conduct which has the potential to expose you to significant legal liability.

Electronic records reveal that, yesterday afternoon, Anvil/KBA team member Liz Boyce inexplicably emailed Anvil's client list to you at your Anvil email address (hailey@atlas-tree.com). Approximately 20 minutes later, you proceeded to email the Anvil client list from your Anvil email address to your personal email address (haileynoeleisenhauer2@gmail.com). Shortly thereafter, you attempted to destroy the evidence of your sent email transmission by unsuccessfully attempting to delete the sent email from your Anvil email outbox.

As you are certainly aware, the client list is the sole property of Anvil. There cannot possibly be any legitimate reason why you would have transmitted Anvil's highly sensitive proprietary data to your own personal email account. Even more telling as to your motives was your unsuccessful effort to destroy the evidence.

You are not authorized to transmit or utilize any of Anvil's proprietary information or trade secrets under any circumstance. Please be advised that if Anvil's proprietary information is (or has been) wrongfully transmitted or utilized, Anvil will aggressively pursue each and every individual involved. Every person involved will be held accountable.

We hereby demand that you immediately: 1) disclose whether you transmitted or shared Anvil's client list to any other person or entity; 2) return Anvil's client list to this office; and 3)

provide evidence that you have deleted any and all copies of Anvil's client list in your possession, custody, or control.

You can reach me at the contact information on the above letterhead.

Sincerely,

DOWNEY BRAND LLP



Sean J. Filippini

4551739.1

EXHIBIT 3



SmithDollar PC
ATTORNEYS AT LAW

418 B Street, Fourth Floor
Santa Rosa, California 95401

Diane Aquí
Licensed to practice in CA

Telephone (707) 522-1100
Facsimile (707) 522-1101
daqui@smithdollar.com

January 17, 2025

Via Email Only

Mr. Sean J. Filippini
Downey Brand LLP
621 Capitol Mall, Fl 18
Sacramento, CA 95814
Email: sfilippini@downeybrand.com

Re: Hailey Coudret

Dear Mr. Filippini:

Please be advised of our representation of Hailey Coudret regarding your January 9, 2025, Cease and Desist Demand.

Ms. Coudret was acting within the scope of her job duties at the request of an Anvil manager; notwithstanding that, she has deleted the information, and has not shared it with any third party.

Please also be advised that Ms. Coudret understands her post termination obligations of confidentiality. We trust this letter resolves the matter.

Respectfully,


Diane Aquí

DA:sda

1 **PROOF OF SERVICE OF DOCUMENT**

2 I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business
3 address is 10250 Constellation Boulevard, Suite 900, Los Angeles, CA 90067.

4 A true and correct copy of the foregoing documents entitled: DECLARATION OF SEAN FILIPPINI IN
5 SUPPORT OF OBJECTION OF ANVIL BUILDERS TO MOTION FOR SALE OF PROPERTY
(CUSTOMER LIST) [DOC# 95] will be served or was served **(a)** on the judge in chambers in the form
6 and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

7 **1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant
8 to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and
9 hyperlink to the document. On 5/01/25, I checked the CM/ECF docket for this bankruptcy case or adversary
proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF
transmission at the email addresses stated below:

- 10
- Jay K Chien jay.chien@usdoj.gov, Ianthe.V.Rosario@usdoj.gov;katina.umpierre@usdoj.gov
 - Michael C. Fallon mcfallon@fallonlaw.net, manders@fallonlaw.net
 - Alan W Forsley alan.forsley@flpllp.com
 - Gabriel P Herrera gherrera@kmtg.com, bxiong@kmtg.com
 - Office of the U.S. Trustee / SR USTPRegion17.SF.ECF@usdoj.gov
 - Jack Praetzellis jpraetzellis@foxrothschild.com, jack-praetzellis-1683@ecf.pacerpro.com
 - Michael A. Sweet msweet@foxrothschild.com, michael-sweet-6337@ecf.pacerpro.com
- 13

14 **2. SERVED BY UNITED STATES MAIL:** On N/A, I served the following persons and/or entities at
15 the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy
thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows.
16 *Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24
hours after the document is filed.*

17 **3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION**
18 **OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling
19 LBR, on N/A, I served the following persons and/or entities by personal delivery, overnight mail service, or
(for those who consented in writing to such service method), by facsimile transmission and/or email as
20 follows. *Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the
judge will be completed no later than 24 hours after the document is filed.*

21
22 I declare under penalty of perjury under the laws of the United States that the foregoing is true and
correct.

23
24 5/01/2025

Kimberly Hoang

/s/ Kimberly Hoang

25
26
27
28
Date

Printed Name

Signature